

# SmartWay Multi-modal Carrier Partnership Agreement\*

*\*Note: The actual agreement is in the SmartWay Truck Carrier Tool and is provided here for review purposes only.*

To join the SmartWay Transport Partnership as a Multi-modal Carrier, you must agree to the language on the “Partnership Agreement for Multi-modal Carriers.” When you begin working within the tool, you will be asked to check a box stating that you agree to the terms of the partnership agreement. **This agreement must be renewed annually.**

Please review this language with the appropriate personnel within your organization before completing or submitting a FLEET tool to EPA.

## Partnership Agreement for Multi-modal Carriers

**With this agreement, your company joins EPA’s SmartWay Transport Partnership and commits to:**

1. Measure and report to EPA on an annual basis the emissions performance of your company using EPA’s SmartWay Multi-modal carrier tool. (Existing companies must report the 12 months of data for the prior year ending December 31. Newly formed companies require a minimum of 3 months of operational data.)
2. Have performance results posted on the EPA SmartWay website/database.
3. Agree to submit supporting documentation to EPA for any data used to complete this tool and agree to EPA audit of this data upon request by EPA.

**In return, EPA commits to:**

1. Promote company participation in the Partnership by posting Partner names on the EPA SmartWay Website and in related educational, promotional, and media materials. EPA will obtain express written consent from the Partner before using the Partner’s name other than in the context of increasing public awareness of its participation as described here.
2. Provide companies with industry-wide performance benchmark data as this data becomes available to EPA.
3. Assist Partners in achieving emission and fuel usage reduction goals (subject to Federal Government Appropriations).

## General Terms

1. If the Partner or EPA defaults upon this agreement at any point, the agreement shall be considered null and void.
2. Either party can terminate the agreement at any time without prior notification or penalties or any further obligation.
3. EPA agrees not to comment publicly regarding the withdrawal of specific partners.
4. EPA reserves the right to suspend or revoke Partner status for any Partner that fails to accomplish the specific actions to which it committed in the SmartWay Transport Partnership Agreement and subsequent Agreements.
5. The Partner agrees that it will not claim or imply that its participation in the SmartWay Transport Partnership constitutes EPA approval or endorsement of anything other than the Partner’s commitment to the program. The Partner will not make statements or imply that EPA endorses the purchase or sale of the Partner’s products and services or the views of the organization.
6. Submittal of this SmartWay carrier tool constitutes agreement to all terms in this Partnership Agreement. No separate agreement need be submitted.